Annexure I

K/W-1

GOVERNMENT OF KARNATAKA

(Name of Organization)

(Address)

Telephones:..... Fax: .....

TENDERS FOR THE WORK OF

Construction of Sheltar and Power Connection for Shredder in Behind Police Station

TENDER REFERENCE : BBMP/YNK/EE (Project)/TEND/ 07/2018-19
PERIOD OF SALE OF TENDER DOCUMENT : From: To:
LAST DATE FOR SALE OF TENDER DOCUMENT : 21-08-2018
LAST DATE AND TIME FOR
RECEIPT OF TENDERS : 21-08-2018
TIME AND DATE OF OPENING OF TENDERS[1] : 23-08-2018
PLACE OF OPENING OF TENDERS : Project Division, Yelahanka Zone
ADDRESS FOR COMMUNICATION : Executive Engineer, Project Division, Yelahanka Zone, BBMP

* Note: **The Footnotes are for the Guidance of the Tender Inviting Authority (TIA) to prepare the documents properly. All the Foot notes should be deleted in the Final Text.**

[1] Should be the same as for the deadline for receipt of tenders or promptly thereafter

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

Contents

Section No. Description Page
1 INVITATION FOR TENDERS (IFT) 3
2 INSTRUCTIONS TO TENDERERS (ITT) 4
3. FORM OF TENDER AND QUALIFICATION INFORMATION 12
4. CONDITIONS OF CONTRACT (CC) 17
5 CONTRACT DATA 27
6 SPECIFICATIONS 29
7 DRAWINGS 30
8. BILL OF QUANTITIES 31

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

SECTION 1: INVITATION FOR TENDERS (IFT)

Date: IFT No.:

1. The ..... invites tenders from eligible tenderers, registered in ..... [2], for the construction of works detailed in the Table below. The tenderers may submit tenders for any or all of the works given in the Table.

2. Tender documents may be purchased from the office of..... ..... from .....to....., for a non-refundable fee (for two sets) as indicated in the Table below, in the form of cash or Demand Draft/Pay Order on any Nationalized/ Scheduled bank payable at..... in favour of..... ..... Interested tenders may obtain further information at the same address. Tender documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs..... The ..... will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.

3. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days **beyond** the validity of the tender.

4. Tenders must be delivered to..... on or before.....hours on ..... (date) and will be opened on the same day at.....hours, in the presence of the tenderers who wish to attend. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.

5. Other details can be seen in the tender documents.

TABLE Package No.	Name of work	Approximate value of work (Rs.)	Earnest Money Deposit (Rs.)	Cost of document (Rs.)	Period of completion
1	2	3	4	5	6

Seal of office

Name of the Organization/Department

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

A. General Page No.

1. Scope of Tender 5
2. Eligible Tenderers 5
3. Tender capacity 5

B. Tender Documents

4. Content of Tender documents 5
5. Amendment of Tender documents 6

C. Preparation of Tenders

6. Documents comprising the Tender 6
7. Tender prices 6
8. Tender validity 6
10. Format and signing of Tender 7

D. Submission of Tenders

11 Sealing and marking of Tenders 8
12 Deadline for submission of Tenders 8
13 Late Tenders 8
14 Modification and Withdrawal of Tenders 8

E. Tender opening and evaluation

15. Tender opening 8
16. Process to be confidential 8
17. Clarification of Tenders 9
18. Examination of Tenders and determination of responsiveness 9
19. Correction of errors 9
20. Evaluation and comparison of Tenders 9

F. Award of contract

21. Award criteria 10
22 Employer's right to accept any Tender and to reject any or all Tenders 10
23. Notification of award and signing of Agreement 10
24. Security deposit 10
25. Corrupt or Fraudulent practices 10

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

A. General

1. Scope of Tender

1.1 The ..... [3] (Referred to as Employer in these documents) invites tenders from Contractors registered in ..... [4], for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 **Tenders from Joint ventures are not acceptable.**

3. Tender capacity:

3.1 Eligible Tenderers will be qualified only if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to ———— [5] price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at ———— [6] price level, of existing commitments and on-going works to be completed during the next..... [7] years.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.2 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:

4.2 Both the sets should be completed and returned with the tender.

[3] Tender Inviting Authority

[4] Name of the Organization/Department

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

[5] FY in which the tenders are invited

[6] FY in which the tenders are invited

[7] Period for completion of work for which the tenders are invited.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

5.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall comprise the following:

(a) The Tender (in the format indicated in Section 3).

(b) Earnest Money Deposit;

(c) Priced Bill of Quantities;

(d) Qualification Information Form and Documents;

and any other materials required to be completed and submitted by tenderers in accordance with these instructions.

The documents listed under Sections 3, 5 and 8 shall be filled in without exception.

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. Tender validity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers'

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. This earnest money deposit shall be in cash or may be in the form of Banker's cheque/ Demand draft/Pay Order, in favour of ....payable at ..... or specified Small Savings Instruments[8] pledged to .....

[8] Refer Clause 12 (1) Chapter IV of KTPP Rules 2000.

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

10. Format and signing of Tender

10.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 6 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

10.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

10.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

D. Submission of Tenders

11. Sealing and marking of tenders

11.1 The Tenderer shall seal the original and a copy of the Tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside one outer envelope.

11.2 The **inner and outer** envelopes shall

(a) be addressed to the Employer at the following address:

.....

.....

(insert address of office for Tender submission), and

(b) bear the following identification:

- Tender for .....[name of contract]

- Tender Reference No.....[insert number]

NOT OPEN BEFORE.....[time and date for tender opening, per Clause 15]

11.3 In addition to the identification required in Sub-Clause 11.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 13.

11.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

12. Deadline for submission of the Tenders

12.1 Tenders must be received by the Employer at the address specified above no later than..... [9]. In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

13.1 Any Tender received by the Employer after the deadline prescribed in Clause 12 will be returned unopened to the Tenderer.

14. Modification and Withdrawal of Tenders

14.1 Tenderers may modify or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 12.

14.2 Each Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 10 & 11, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

14.3 No Tender may be modified after the deadline for submission of Tenders.

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

14.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

15. Tender opening

15.1 The Employer will open all the Tenders received (except those received late), including modifications made pursuant to Clause 14, in the presence of the Tenderers or their representatives who choose to attend at ..... hours on the date and the place specified in Clause 12. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened. Subsequently all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail

15.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening except for the late Tenders pursuant to Clause 13. Tenders [and modifications] sent pursuant to Clause 14 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned un-opened to Tenderers.

15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons

[9] Insert time and date; this should be the same as those given in the Invitation for Tenders not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

17. Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.

17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

17.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of errors

19.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

19.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 19; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F. Award of Contract

21. Award criteria

21.1 Subject to Clause 22, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 24.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24. Security deposit

24.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 10% of the Contract price :

- Cash or

- Banker's cheque/Demand draft,/Pay Order in favour of ..... payable at ..... or
- Specified Small Savings Instruments pledged to .....

24.2 The Security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25. Corrupt or Fraudulent practices

25.1 The GOK requires that the Tenderers, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

SECTION 3: FORMS OF TENDER, AND QUALIFICATION INFORMATION

TABLE OF FORMS:

- FORM OF TENDER

- QUALIFICATION INFORMATION

- LETTER OF ACCEPTANCE

- NOTICE TO PROCEED WITH THE WORK

- AGREEMENT FORM

Form of Tender

Description of the Works: _____

_____

_____ [10]

_____

Tender

To : _____

Address : _____

[11]

_____

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures]

(_____) [in letters]. [12]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____

Address: ----------

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

[10] To be filled in by the Employer before issue of the Tender document

[11] To be filled in by the Employer before issue of the Tender document

[12] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Agency in which Registered (with Registration No.) _____

(Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction 2000 - 01[13] _____

works executed and payments received in the last five years 2001 - 02_____

(in Rs. Lakhs)[14] 2002 - 03_____

2003 - 04_____

2004- 05_____

1.3 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

_____

Description Place Contract No. Name Value of Stipulated Value of works[15] Anticipated

of & & Date and Contract period of remaining to be date of

Work State Address (Rs. lakhs) completion completed completion

of Employer (Rs. lakhs)

(1) (2) (3) (4) (5) (6) (7) (8)

_____

_____

(B) Works for which Tenders already submitted:

_____

Description Place Name and Estimated Stipulated Date when Remarks
of & Address of value of works period of decision is if any

Work State Employer (Rs. lakhs) completion expected

(1) (2) (3) (4) (5) (6) (7)

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

1.4. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

[13] Change the years appropriately

[14] Attach Certificate from Chartered Accountant

[15] Attach Certificates from Engineers –in- Charge

Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To: _____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 24.1 of ITT for an amount of Rs.————— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

————— (date)

To

_____ (name and address of the Contractor)

_____

_____

Dear Sirs:

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

Pursuant to your furnishing the requisite Security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of _____ [16] a Tender Price of Rs._____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

[16] Give the name of the Contract

Agreement Form

Agreement

This agreement, made the _____day of _____20_____.
between_____
_____[name and address of Employer]

(hereinafter called "the Employer") of the one part and _____
_____
_____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____
_____
_____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

i) Letter of Acceptance;

ii) Notice to proceed with the works;

iii) Contractor's Tender;

iv) Contract Data;

v) Conditions of contract (including Special Conditions of Contract);

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

vi) Specifications;

vii) Drawings;

viii) Bill of Quantities; and

ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

_____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

SECTION 4: CONDITIONS OF CONTRACT

Table of Contents

A. General **Page No.**

1. Definitions 18

2. Interpretation 18

3. Law governing contract 19

4. Employers decisions 19

5. Delegation 19

6. Communications 19

7. Subcontracting 19

8. Other Contractors 19

9. Personnel 19

10. Employer's and Contractor's risks 19

11. Employer's risks 19

12 Contractor's risks 20

13 Query about Contract Data 20

14 Contractor to construct the Works 20

15. The Works to be completed by Intended Completion Date 20

16. Safety 20

17. Discoveries 20

18. Possession of the Site 20

19. Access to the Site 20

20. Instructions 20

B. Time Control

21. Program 20

22. Extension of the Intended Completion Date 21

23. Delays ordered by the Employer 21

24. Management meetings 21

C. Quality Control

25. Identifying defects 21

26. Tests 21

27. Correction of defects 21

28 Uncorrected defects 21

D. Cost Control

29 Bill of Quantities (BOQ) 21

30 Variations 22

31. Payment for Variations 22

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

32. Submission of bills for payment 22

33 Payments 23

34. Compensation events 23

35. Tax 23

36. Liquidated damages 23

37. Cost of repairs 24

E Finishing of Contract

38. Completion 24

39. Taking Over 24

40. Final account 24

41. As built drawings 24

42. Termination 24

43 Payment upon termination 25

44. Property 25

45. Release from performance 25

F Special Conditions of Contract 25

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92